



Holland America Line

TRAVEL DOCUMENTS





Welcome to the world of Holland America Line. The moment you step aboard you'll notice the difference - spacious staterooms, renowned service, first-rate entertainment and superb dining. Exceptional service is perhaps the most important reflection of our commitment to excellence. It is genuinely and graciously presented by our Indonesian and Filipino crew. Holland America is absolutely dedicated to providing you with the best cruise experience available.

What will you do today? There are so many choices on your Caribbean Cruise - sunbathe on a palm-fringed beach, walk in the sand, snorkel amongst vibrantly colored fish, hike in the lush rainforests or immerse yourself in the colorful cultures of the Caribbean. Become an explorer for a day among exotic Mayan ruins, relax poolside with a favorite book, compare the charms of each port or learn the fine art of bargaining with vendors at a Bahamian straw market. On Holland America Line you can have it all!

WELCOME

The ms ZUIDERDAM is a destination in itself. It has a refined elegance that's hard to match. You'll notice the attention to detail throughout the ship: fresh flowers, real china and silver in the dining room, an art collection worth over a million dollars and all the amenities and services you would expect to find in a fine resort. Set sail with a tradition of excellence on the ms ZUIDERDAM.

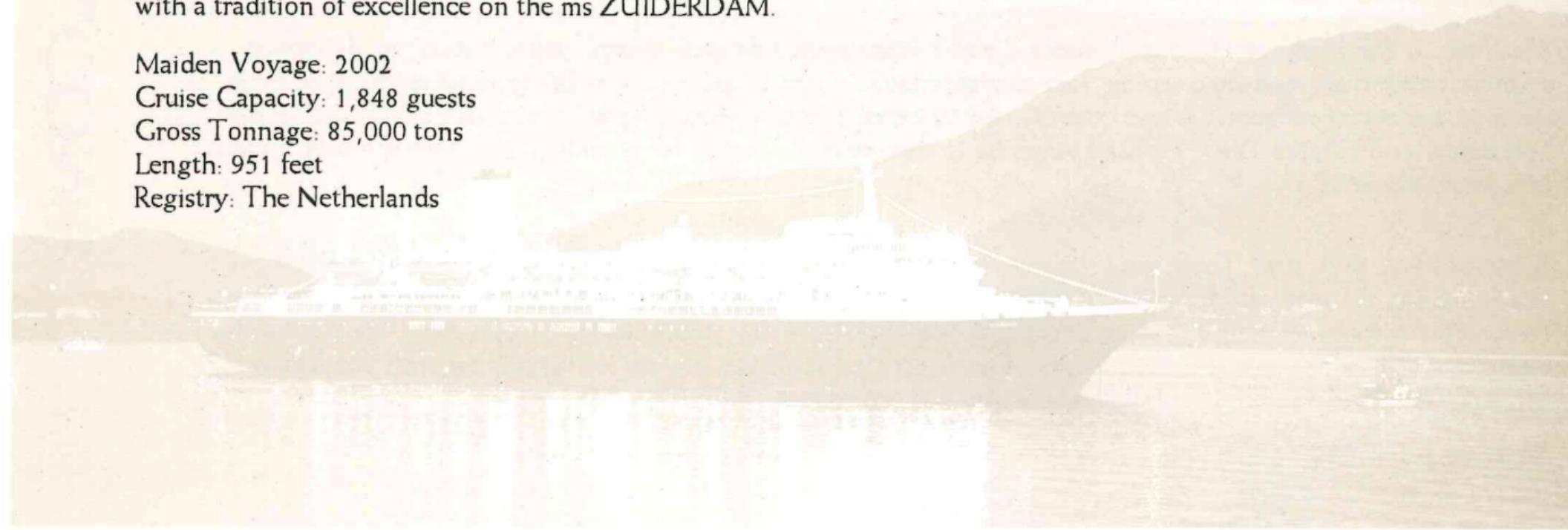
Maiden Voyage: 2002

Cruise Capacity: 1,848 guests

Gross Tonnage: 85,000 tons

Length: 951 feet

Registry: The Netherlands



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Holland America Line

FLY CRUISE ARRIVAL INFORMATION

TRANSFER INSTRUCTIONS

Welcome to FT. LAUDERDALE! You will be met in the baggage claim area by a Holland America Shore Operations representative. After claiming all of your luggage, you will be escorted to your transportation. Please have your transportation vouchers available for collection. Transfers to the pier generally begin between 11:30am - 12:00 noon. If you are unable to locate a representative in the airport, please have one paged. In case of emergency, please call (954) 525-5992 for assistance.

PLEASE NOTE: Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines.

All guests must claim all of their own luggage at Ft. Lauderdale and Miami airport. A baggage pull service is no longer operating. All guests must travel with their own luggage between the airports and the ship.

TRANSFER TIPS

- ~ Carry your travel documents, proof of citizenship, medications, cameras, valuables, etc., with you (your travel documents and identification will be required for ship embarkation formalities). You may not be able to access your checked baggage until after you board the ship.
- ~ Our representatives will show you to your transfer vehicle. *Please have your transfer voucher ready.
- ~ Transportation is arranged as a scheduled shuttle service, based on passengers' arrival times and numbers. You may experience delays while waiting for the next available shuttle.
- ~ If you have special transfer requirements, it is recommended you confirm arrangements in your city of (dis)embarkation with your travel agent. Special equipment may not be available to/from all locations. In most cities availability is limited and reservations are required.



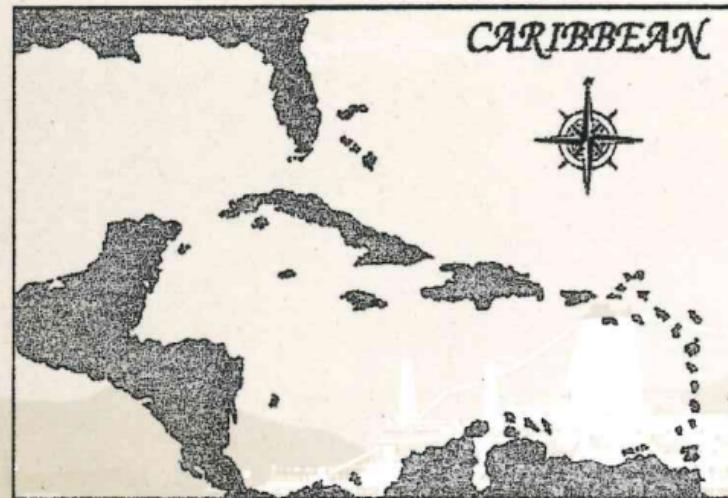
FLY CRUISE AIR INFORMATION

AIRLINE TRANSPORTATION DELAYS: If you encounter problems with your flights, we recommend you advise your airline at the earliest opportunity that you are a cruise passenger destined for a sailing that day. Airlines are usually able to arrange alternative flights. If you purchased Holland America's fly cruise plan, and you believe a delay will cause you to arrive in the port of embarkation less than two hours before the ship's scheduled departure or if you are concerned for any reason that the ship may leave before you arrive, ask the airline to immediately advise our Air/Sea Department, or call us directly at 1-800-628-4771 or 206-286-3294. Air/Sea representatives are available from 7:00 a.m. to 5:00 p.m. (Monday-Friday) and from 7:00 a.m. to 3:00 p.m. (weekends), Pacific Time. Our representatives will be able to advise you what arrangements can be made to minimize disruptions in your vacation plans. **PLEASE NOTE:** This number is for emergency use only. Please do not call the Air/Sea Department unless it is your day of departure and you anticipate a delay. All other issues should be routed through your travel agent.

LUGGAGE: Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines. If luggage is damaged or lost by an airline, hotel or any other conveyance that Holland America Line does not own or operate, claims must be filed directly with them for settlement. If you do not receive your baggage upon arrival at your city of embarkation, please file a claim with the airline prior to exiting the customs hall and provide our staff with a copy of your report.



Holland America Line



DAY	PORT	ARRIVE	DEPART
FRI	AIR LOS ANGELES-FT LAUDERDALE FT LAUDERDALE		
SAT	FT LAUDERDALE	3:00PM	5:00PM
SUN	HALF MOON CAY	8:00AM	4:00PM
MON	AT SEA		
TUE	ROAD TOWN, TORTOLA	7:00AM	6:00PM
WED	ST THOMAS, US V.I.	7:00AM	6:00PM
THU	AT SEA		
FRI	NASSAU, BAHAMAS	12:00PM	7:00PM
SAT	FT LAUDERDALE	8:00AM	
	AIR MIAMI TO LOS ANGELES		

ITINERARY



Holland America Line



DAY PORT

ARRIVE DEPART

FORMAL NIGHTS: 2

INFORMAL NIGHTS: 1

CASUAL NIGHTS: 4

07 DAY EAST CARIBBEAN FLL/FLL

Friday
October 8

Depart LOS ANGELES, CA For FORT LAUDERDALE, FL

See Air Itinerary For Details

Welcome to FT. LAUDERDALE! After claiming your luggage, you will be met by a FT. LAUDERDALE SHORE OPERATIONS representative and transferred to your hotel. If you cannot locate a representative, please have one paged at the airport. In case of emergency, call (954) 525-5992 for assistance.

Overnight at WESTIN FT. LAUDERDALE

400 CORPORATE DRIVE
FT LAUDERDALE, FL 33334

1 954 772 1331

* BAGGAGE HANDLING IS INCLUDED *

Saturday
October 9

You will be transferred from your hotel to the pier.

Saturday
October 9 Relax and enjoy the luxury of shipboard living as the ms ZUIDERDAM sails from FT. LAUDERDALE, FLORIDA.

Sunday
October 10 Welcome to HALF MOON CAY, your own private paradise for a day! Spend the day soaking up the sun on the island's spectacular crescent-shaped white sand beach or take a stroll along undisturbed nature trails. Snorkel the colorful coral reefs teeming with schools of brilliant tropical fish. Explore the WEST INDIES VILLAGE, featuring a BAHAMIAN STRAW MARKET. Be sure to send postcards with a special Half Moon Cay postmark.

Monday
October 11 At sea.

Tuesday
October 12 This morning, you arrive in TORTOLA, one of the BRITISH

Tuesday
October 12 VIRGIN ISLANDS. This beautiful port provides you with an overwhelming selection of beaches, including the unparalleled CANE GARDEN BAY. Spend the day discovering your particular favorite, or browse through the colorful market at the edge of ROAD TOWN, the capital of the BVI.

Wednesday
October 13 Arrive ST. THOMAS, U.S. VIRGIN ISLANDS. St. Thomas once served as home port to several infamous pirates. In fact, the ships lining the harbor were formerly used as pirate warehouses. This island is now home to a cache of duty-free goods from the four corners of the world, and boasts one of the Caribbean's true treasures -- marvelous MAGENS BAY

Thursday
October 14 At sea.

Friday
October 15 Arrive NASSAU, the capital of the BAHAMAS located on NEW

Friday
October 15

PROVIDENCE ISLAND. The colonial architecture, colorful markets and profusion of historic sights are only a few of the many reasons why people count this island among their favorites. Panoramic views of the island can be obtained by climbing the QUEEN'S STAIRCASE to the ruins of FORT FINCASTLE. If you prefer underwater scenery, consider visiting CORAL WORLD, where you may venture below the waterline to a fascinating marine observatory.

Saturday
October 16

Arrive FT. LAUDERDALE, FLORIDA where you will disembark. Thank you for sailing HOLLAND AMERICA LINE! You will be transferred from the ship to the airport. Depart MIAMI, FL For LOS ANGELES, CA
See Air Itinerary For Details

BON VOYAGE



Holland America Line

300 Elliott Avenue West
Seattle, WA 98119

CRUISE AND CRUISETOUR CONTRACT

CONFIRMED DINING: EARLY LOWER

Passenger's Copy
Terms and Conditions

Full Names of Passengers

MR FELSENFELD, MARTIN

Travel Agency

PRESCRIPTION FOR TRAVEL
16480 HARBOR BLVD
FOUNTAIN VALLEY CA 927083196
USA

Non-Transferable

ZUIDERDAM

EMBARK FT. LAUDERDALE 3:00 PM

PORT: PORT EVERGLADES

PIER: PORT EVERGLADES

DEPART FT. LAUDERDALE 10/09/04 5:00 PM

ARRIVE FT. LAUDERDALE 10/16/04 8:00 AM

BOOKING: 5708923-001 G

CABIN 000

ISSUED SUBJECT TO THE TERMS AND CONDITIONS ON THIS PAGE AND
THE FOLLOWING PAGES. READ TERMS AND CONDITIONS CAREFULLY.

IMPORTANT NOTICE TO PASSENGERS

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND US. THE WORD "YOU" REFERS TO ALL PERSONS TRAVELING UNDER THIS CONTRACT INCLUDING THEIR HEIRS, SUCCESSORS IN INTEREST AND PERSONAL REPRESENTATIVES. THE WORDS "WE" AND "US" REFER TO THE OWNER, HALW AND THE OTHER HAL COMPANIES, ALL OF WHICH ARE DESCRIBED IN CLAUSE A.1 BELOW. CERTAIN OTHER PERSONS AND ENTITIES, AS WELL AS THE SHIP ITSELF, ARE ALSO GRANTED RIGHTS UNDER THIS CONTRACT.

NOTICE: YOUR ATTENTION IS ESPECIALLY DIRECTED TO CLAUSES A.1, A.3, A.4, A.5, A.6, A.7, A.9, A.10 and C.4 BELOW, WHICH CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHT TO ASSERT CLAIMS AGAINST US AND CERTAIN THIRD PARTIES.

THIS CONTRACT ALSO INCLUDES THE CONDITIONS UNDER WHICH HALW BOOKS AIR TRANSPORTATION IF YOU ARE PARTICIPATING IN HALW'S FLY CRUISE OR FLY CRUISE AND TOUR PROGRAM. IF ANY OF THESE CONDITIONS DO NOT MEET WITH YOUR APPROVAL, YOU HAVE THE OPTION OF ARRANGING AIR TRANSPORTATION INDEPENDENTLY IN WHICH EVENT THE AIR ADD-ON OR CRUISE ONLY CREDIT AMOUNT PAID TO HALW WILL BE REFUNDED.

ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS CONTRACT, THE CRUISE, THE CRUISETOUR, THE HAL LAND TRIP OR THE HAL AIR PACKAGE SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE, OR, AS TO THOSE LAWSUITS AS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, IN THE COURTS OF KING COUNTY, STATE OF WASHINGTON, U.S.A., TO THE EXCLUSION OF ALL OTHER COURTS.

IMPORTANT TERMS AND CONDITIONS OF CONTRACT - READ CAREFULLY BEFORE ACCEPTING

A. GENERAL PROVISIONS

1. Important Definitions/Refunds/Third Party Beneficiaries: (a) "Ship" refers to the ship that will provide the ocean transportation portion of the Cruise or Cruisetour. "Owner" refers to the owner and charterer of the Ship: the WESTERDAM, ZUIDERDAM, OOSTERDAM, PRINSENDAM, AMSTERDAM, ZAANDAM, VOLENDAM, and NOORDAM are owned by HAL Antillen N.V., a Netherlands Antilles corporation, and are chartered by Holland America Line N.V., a Netherlands Antilles corporation; the STATENDAM, MAASDAM, RYNDAM and ROTTERDAM are owned by HAL Nederland N.V., a Netherlands Antilles corporation, and are chartered by Holland America Line N.V.; the VEENDAM is owned by Wind Surf Limited, a Bahamian corporation, and is chartered by HAL Cruises Limited, a Bahamian corporation. Ship ownership and registry are subject to change. "Cruise" and "Cruisetour" refer to the specific cruise or cruiisetour indicated in this booklet, as it may be modified by us under this contract, and shall include periods during which you are embarking or disembarking the Ship or are on shore while the Ship is in port. "HAL" refers to Holland America Line Inc., a Washington (U.S.A.) corporation that acts as the agent of Owner and the other HAL Companies. "HAL Companies" refers to HAL, Westours Motor Coaches, Inc. d/b/a Gray Line of Alaska, Evergreen Trails, Inc. d/b/a Gray Line of Seattle, Westmark Hotels of Canada Ltd., Worldwide Shore Services Inc., HAL Properties Limited and any other corporate affiliate of HAL that provides or is expected to provide you with goods or services as part of or incident to your Cruise, Cruiisetour, HAL Air Package or HAL Land Trip. "Initial Departure" means the time at which you first begin transit by any means of transport booked by us (including air transportation) for the purpose of taking the Cruise or Cruiisetour. "HAL Air Package" refers to air transportation booked for you by us to enable you to travel to and from your Cruise or Cruiisetour. "HAL Land Trip" refers to a pre- or post-Cruise or Cruiisetour package or transfer you have purchased (excluding any HAL Air Package), or to a shore excursion you purchase during your Cruise or Cruiisetour, on which you are traveling on one or more motorcoaches, dayboats and/or railcars owned or operated by us. "HAL Land Trip" also refers to any visit by you to Half Moon Cay (on the island of Little San Salvador) in the Bahamas ("Half Moon Cay").

(b) "Refund Amount" refers to that portion of the Cruise, Cruisetour, HAL Land Trip or HAL Air Package fare which has actually been received by us. A portion of your fare was retained by or paid to your travel agent to compensate the agent for their services. The Refund Amount does not include the portion of the fare retained by or paid to your agent. You are solely responsible for obtaining the refund of these retained or paid amounts. Any refund to you will be effected only in the currency received by us and in the country in which the fare has been paid and subject to any foreign exchange regulations in force in that country.

(c) Certain third parties derive rights and exemptions from liability as a result of this contract. Specifically, all of our rights, exemptions from liability, defenses and immunities under this contract (including, but not limited to, those arising under Clauses A.3, A.4, A.5, A.6, A.7, A.9, A.10 and C.4) or applicable law will also inure to the benefit of our employees and agents, together with the Alaska Railroad Corporation, the Ship and the Ship's tenders, operators, managers, charterers, officers, staff, crewmembers, shipbuilders and manufacturers of all component parts. These third parties will have no liability to you, either in contract or in tort, which is greater than or different from ours.

2. Providing Cruise, Cruisetour, HAL Land Trips and HAL Air Package: In consideration of the receipt in full of the fare and subject to the terms and conditions of this contract: (a) Owner agrees to transport you on the Ship in order to enable you to take the Ship portion of the Cruise or Cruisetour; (b) as to Cruisetours, HAL agrees to provide you with the portion of the Cruisetour that occurs either before your initial embarkation onto, or after your final disembarkation off of, the Ship; (c) as to HAL Land Trips, each HAL Company furnishing a portion of the HAL Land Trip agrees to provide you with that portion; and (d) as to HAL Air Packages, HAL agrees to book the air transportation required at the commencement and conclusion of your Cruise or Cruisetour. This contract is valid only for the Cruise or Cruisetour and for the cabin specified in this Cruise Contract booklet (or any other cabin assigned by us). Although this contract refers to Owner, HAL and the HAL Companies as "we" and "us," no Owner HAL Company shall be liable for the acts or omissions of any other Owner or HAL Company or with respect to the services provided or to be provided by any other Owner or HAL Company.

3. Time Limits for Noticing Claims and Filing and Service of Lawsuits: In any case governed by 46 United States Code Section 183b, which is a United States statute that permits any shipowner to limit the time during which a passenger may file a claim or commence suit against a shipowner, you may not maintain a lawsuit against us or the Ship for loss of life or bodily injury unless written notice of the claim is delivered to us not later than six (6) months after the day of death or injury, the lawsuit is commenced not later than one (1) year after the day of death or injury, and valid service of the lawsuit on Owner, the HAL Company or the Ship, as applicable, is made within thirty (30) days following the expiration of that one-year period. For all other claims, including but not limited to claims for loss or damage to baggage, breach of contract, illness or death or injury, not governed by 46 United States Code Section 183b, you may not maintain a lawsuit against us or the Ship, nor we or the Ship be liable therefore, unless we are provided with written notice of claim within thirty (30) days after conclusion of the Cruise or Cruisetour, the lawsuit for such claim is commenced not later than one-year after conclusion of the Cruise or Cruisetour, and valid service of the lawsuit on Owner, the Ship or the HAL Company, as applicable, is made within thirty (30) days following the expiration of that one-year period. In the case of a claim by or on behalf of a minor or legally incompetent person, the time periods described above shall begin to run on the earlier of: (a) date of appointment of a legal representative for the minor or legally incompetent person, or their estate (as the case may be); or (b) three (3) years after the death, injury or damage, as applicable.

4. Limitation on Liability/Non-HAL Services: (a) In the event you are injured, become ill, or die, or your property is lost or damaged, or you and/or your property is delayed, we will not be liable to you for any damages unless the occurrence was due to our negligence or willful fault. We disclaim liability to you under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to you caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Ship; (ii) the result of you having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Ship; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the Ship. In no event will we be liable to you for consequential, incidental, exemplary or punitive damages.

(b) We do not assume any liability in respect of the acts or omissions of the Ship's barbers, beauticians, masseurs, masseuses or photographers or as a consequence of your use of the Ship's athletic or recreational equipment or as a consequence of criminal conduct by any third party. In addition to the limitations of, and exemptions from, liability granted under this contract, we also retain any and all limitations of, and exemptions from, liability accorded to shipowners and tour operators by statute or rule of law including, without limitation, those provided for in 46 United States Code App. Sections 181-186 and 188, which are United States statutes limiting the liability of vessel owners.

(c) During your Cruise and the Ship portion of your Cruisetour, we are transporting you and your property only between ports of call. At ports where the Ship is unable to dock, we will arrange for appropriate transportation from the place where the Ship is at anchor to the dock. Persons with mobility impairments should refer to the What You Need to Know Before You Go booklet regarding limitations on our ability to help you ashore. As to your Cruisetour and HAL Land Trips, certain transportation will be provided using equipment owned or operated by us. All other transportation, shore excursions, accommodations and services in the air and on shore (referred to as "Non-HAL Services") are performed by third parties and not by us.

Persons with mobility impairments should refer to the What You Need to Know Before You Go booklet regarding limitations on our ability to help you go ashore. As to your Cruisetour and HAL Land Trips, certain transportation will be provided using equipment owned or operated by us. All other transportation, shore excursions, accommodations and services in the air and on shore (referred to as "Non-HAL Services") are performed by third parties and not by us. By way of example only, Non-HAL Services include goods and services provided by shoreside physicians, air ambulance, hotels, restaurants, airlines (including the airline(s) used in any HAL Air Package), railroads, tour operators (other than us), helicopter operators, amusement park operators, dayboat operators and motorcoach operators. As a result, you are assuming the entire risk of utilizing Non-HAL Services subject only to whatever terms or arrangements are made by you or on your behalf with the third party furnishing the Non-HAL Service. Money received in respect of Non-HAL Services by us is received only as an independent contractor, to be paid to the third party (less retained commission, if any). We will not be liable for the refund of this money to you except to the extent retained and not owed by us to a third party providing Non-HAL Services.

5. Change in Itinerary/Cancellation: (a) Although we will use our best efforts to provide you with the Cruise, Cruisetour and/or HAL Land Trip, situations may occur which require that changes be made. By way of example only, we may adjust itineraries and schedules, delay departures or arrivals, or cancel a Cruise, Cruisetour or HAL Land Trip, due to casualty, weather, labor problems, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, repair and maintenance requirements, fuel or other shortages, or damage to the Ship, other means of transportation, roads, tracks, bridges, docks, equipment or machinery. Furthermore, the Master of the Ship or of any other vessel as well as the operator of any other means of transportation may, in his/her sole discretion, elect not to proceed in the ordinary course. Consequently, we cannot guarantee the itinerary of the Cruise, Cruisetour or any HAL Land Trip (including time of sailing from or arrival at any port or that all ports will be visited). We reserve the right to provide you with alternative transportation whenever the Cruise, Cruisetour or HAL Land Trip is unable to proceed or be completed in the ordinary course or, in the case of hotels, to substitute facilities of similar category in cases where the planned hotel is unavailable due to overbooking or otherwise.

(b) Your safety is very important to us. For safety or other reasons that we believe qualify as good cause, we may, with Cruisetour or HAL Landout notice, substitute any suitable ship, ships or other means of transportation, change any date of sailing or travel or cancel any sailing, Cruisetour segment, port of call, Cruisetour or HAL Land Trip destination or stopover, or the entire HAL Land Trip, Cruise, or Cruisetour.

(c) If the Cruise or Cruisetour or a HAL Land Trip is canceled, we may disembark you at any port or terminate your travel at any location, and tranship and forward (at our expense, but at your risk) you and your property to or toward a port or location from which you may return home or to the Ship, as appropriate. The means of conveyance may or may not belong to us and may or may not proceed directly to the desired destination. If a Cruise, Cruisetour or HAL Land Trip is canceled before commencement, you will be entitled, as your exclusive remedy, to receive the applicable Refund Amount. If a Cruise, Cruisetour or HAL Land Trip is canceled after commencement, you will be entitled, as your exclusive remedy, to receive the applicable Refund Amount less a reasonable allowance for transportation and services already provided to you. The reasonable allowance will be determined on a pro rata basis by taking into account the time missed relative to the scheduled duration of the Cruise, Cruisetour or HAL Land Trip. Notwithstanding the foregoing, we are not obligated to issue any refund to you in the event of a cancelled HAL Land Trip to Half Moon Cay.

6. Authority to Remove Passengers: We may reasonably determine that for your safety, the safety of the Ship or other means of transportation or the safety or comfort of other passengers or our employees, you be denied transportation either before or during the Cruise, Cruisetour or HAL Land Trip. By way of example, these would include situations where: (a) you are or become in such condition as to be unfit to travel or dangerous or obnoxious to other passengers or employees; (b) you are inadmissible under the immigration or other laws of any country included in the Cruise, Cruisetour or HAL Land Trip itinerary; (c) you directly or indirectly solicit business from passengers or crewmembers either on or off the Ship; or (d) you take any action that could undermine the authority of the Ship's officers or their ability to operate the Ship. If transportation is denied after departure, you and your baggage may be landed or transported to any port or location that we select, without any resulting liability on our part.

7. Baggage: (a) We will carry as baggage only your personal effects consisting of wearing apparel, toilet articles and similar items for your wearing, comfort or convenience during the Cruise, Cruisetour and HAL Land Trips and not belonging to or intended for use by any other person or for sale. Radioactive materials, controlled substances (other than lawfully obtained prescription drugs), firearms and illicit materials are strictly prohibited. For loading and unloading the Ship and other means of transportation, all baggage must be tendered for carriage in securely constructed and locked suitcases or trunks. All baggage must be able to be both safely stowed in your cabin on the Ship and, for Cruisetours and HAL Land Trips, fit in the baggage compartment of any means of transportation. The only animals permitted to accompany you are qualified service animals for passengers with disabilities; you are responsible for complying with governmental health and other requirements as to service animals.

(b) We are not liable for: (1) any loss, damage or delay before baggage comes into our actual custody at the commencement of your Cruise, Cruisetour or HAL Land Trip or after baggage leaves our actual custody at the conclusion of your Cruise, Cruisetour or HAL Land Trip; (2) any loss, damage or delay while baggage is not in our custody which includes any period during which baggage is in the custody of airlines (including airlines booked as part of a HAL Air Package); or (3) damage due to wear, tear or normal usage. For security and legal reasons, baggage is subject to search, and illegal or potentially unsafe property is subject to seizure, both before and during the Cruise, Cruisetour and/or HAL Land Trip.



Holland America Line

Terms and Conditions

CONTRACT

(c) We do not assume any liability for any loss of or damage to or delay of perishable items, medicine, liquor, cash, credit or debit cards, jewelry, gold, silver or similar valuables, securities, financial instruments, records or other valuable or business documents, computers, cellular telephones, cameras, hearing aids, electric wheelchairs, scooters, or other video or electronic equipment, binoculars, film, videotape, computer disks, audio disks, tapes or CDs. These items should not be left lying about the Ship or your cabin, nor should they be left unattended on other vessels, railcars or other vehicles or in hotels, nor placed in luggage other than a bag that you carry with you. In addition, we do not assume any liability for any loss of or damage to carry-on baggage left unattended on the Ship or on other means of transportation or in hotels. The Ship and certain hotels may be equipped with cabin or room safes or safe-deposit boxes in the Ship's or hotel's Front Office; using these facilities will not, however, increase our liability as provided in this contract.

(d) The fare has been established on the basis of our assumption that the total value of your property that you are taking with you on the Cruise, Cruisetour and HAL Land Trip (exclusive of the items mentioned in Clause 7(c) above) will not exceed \$100 (U.S.), or \$600 (U.S.) if you purchased from us the Cancellation Protection Plan and Additional Baggage Protection. Accordingly, if we, due to any cause whatsoever, are liable for loss or damage to, or delay of, your property, the amount of our aggregate liability will not exceed \$100/\$600 (as is applicable) unless you have specified to us the true value of your property and paid before commencement of the Cruise, Cruisetour or HAL Land Trip, at the Ship's Front Office or directly to us, 1% of the value in excess of \$100/\$600. In that event, our aggregate liability will be limited to the amount so specified. Whether or not a value in excess of \$100/\$600 has been specified, the limit on liability will be proportionately reduced in any case where less than all of your property is lost, damaged or delayed. Without increasing the above limits: (1) our aggregate liability will never exceed, and all settlements will be made on the basis of, original cost less depreciation; (2) damaged items will be settled on the basis of repair costs; and (3) lost, damaged or delayed baggage must be reported to a HAL representative within 48 hours after discovery and written claim to us must be made within 30 days after conclusion of the Cruise or Cruisetour as provided in Clause A.3 above.

8. Passenger Liability in Certain Cases: You will be required to reimburse us for all expenses we incur as a result of any misrepresentation made by you, as a result of the need to provide you with medical services, as a result of your detention by immigration, health or port authorities, or as a result of any personal injury or damage caused by your acts or omissions or the acts or omissions of any minor (under age 21) traveling with you. We will have a lien for such expenses on your property that you have taken with you on your Cruise, Cruisetour or HAL Land Trip. If, due to weather or other unforeseen reasons, flights are adversely impacted or you are otherwise required to spend an additional night in a location, hotel and meal costs are your responsibility.

9. Medical Care: Although we have attempted to exercise reasonable care in engaging the professional services of the Ship's doctor or of other doctors who may treat you during the Cruise, Cruisetour or HAL Land Trip, he or she is an independent contractor rather than our agent or employee. Accordingly, we will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which a doctor may furnish or fail to furnish to you. Furthermore, you may be charged for such professional services.

10. Travel Agents: We are not responsible for the financial condition or integrity of any travel agent utilized by you in connection with the Cruise, Cruisetour or HAL Land Trip. In the event that an agent fails to remit to us any monies paid by you to the agent, you remain liable for the fare due us, regardless of whether we demand payment before or after Initial Departure. Any refund made by us to an agent on your behalf is considered, for purposes of this contract, as being the same as payment to you whether or not the monies are delivered by the agent to you.

11. Passenger Condition: There are risks inherent to being aboard the Ship and other means of transportation. These include, by way of example, having to evacuate the Ship or other means of transportation in case of emergency, having to move about on the Ship or other vessels during rough seas and lack of access to full medical services. For people who are ill or who are mentally or physically disabled or impaired, these risks are more significant. For example: access to all parts of the Ship, other means of transportation or to facilities on shore may be difficult or impossible for some passengers. For these reasons, we require that if you have any special medical, physical or other requirements, these be brought to our attention immediately upon receipt of this contract. In limited situations where you would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Cruise, Cruisetour and/or HAL Land Trips.



12. Compliance with Laws/Minors: Immigration, health and other laws, both in the United States and other countries, may require that you obtain a certain visa, hold a passport, be inoculated, obtain parental consent or otherwise obtain documentation prior to entering or returning to a country. It is your responsibility to take all steps as may be required to enable you to comply with these laws. All persons under 18 years of age must be accompanied and supervised by a parent or guardian. Persons under 21 years of age are not permitted to consume alcoholic beverages; parents and guardians are obligated to insure compliance with this requirement.

13. Authority to Use and Sell Pictures, Video Images and Audio Recordings: We periodically photograph or otherwise film people participating in Cruises, Cruisetours and/or HAL Land Trips for retail, marketing, promotional, publicity and training purposes. Without any requirement that we compensate you or obtain any additional approvals from you, we are authorized to include photographic, video recordings and other visual portrayals of you, as well as voice recordings included with videos, in photographs, videos, DVDs or other mediums that we sell at retail or utilize for marketing, promotional, publicity and/or training activities.

14. Governing Law, Transferability, Separability: This contract is issued at Seattle, Washington. As to any cruise that does not begin, end or call at a port in the United States of America, we shall be entitled to any and all damages limitations, immunities and rights applicable to us under the "Convention Relating to the Carriage of Passengers and Their Luggage by Sea" of 1976 ("Athens Convention") which limits our liability for death of or personal injury to a passenger to no more than 46,666 Special Drawing Rights (as defined therein), and all other limits for damage or loss to personal property. Otherwise, this contract and its interpretation shall, to the maximum extent allowed under the general maritime law of the United States, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the State of Washington (U.S.A.). This contract cannot be transferred by you. Any additions, deletions or other alterations to, or waivers of any term of, this contract which are purported to have been made by us and which have not been agreed to in writing by the President of HAL will not be legally binding upon us. Any provision of this contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of this contract will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction.

B. THE CRUISE OR CRUISETOUR

1. Additions to Fare, Non-Discountable Amount, Taxes and Surcharges: (a) The fare that you paid was determined far in advance of Initial Departure on the basis of then-existing projections of fuel and other costs. In the event of an increase in fuel or other costs above amounts projected, we have the right to increase the fare at any time up to Initial Departure and to require payment of the additional fare prior to Initial Departure. We have the right to refuse to transport you unless the additional fare is paid. Within seven (7) days after you are notified of the additional fare (but no later than Initial Departure), you may elect to surrender this contract to us for cancellation, whereupon you will receive the Refund Amount. Cancellation fees do not apply to this type of refund.

(b) Your cruise fare includes a "Non-Discountable Amount." That portion of the fare is both non-commissionable to travel agents and not subject to reduction in the event of a percentage discount promotion, 2 for 1 promotion or otherwise. In addition to your cruise fare, you will also be charged an amount for Taxes. That term, as used by us, refers to certain taxes, fees and charges imposed by governmental or quasi-governmental authorities, including port authorities, relating to any aspect of your cruise or tour. If governmental action results in any element of Taxes exceeding the estimates used by us for purposes of computing the quoted amount, we reserve the right to pass through the extra amount. Similarly, we reserve the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges. No right of cancellation exists under either of these circumstances.

2. Hostilities: Although unlikely, the Ship may be confronted by actual or threatened war, warlike operations or hostilities. In addition to our right to deal with this situation under our general right to respond to safety concerns, we may also decide that it would be prudent for the Ship to sail with or without lights, omit observance of practices, rules and regulations as to navigation, cargo or others applicable in time of peace, or sail armed or unarmed and with or without envoy.



- 1. Arrangements by HAL:** If you are participating in our Fly Cruise Plan or Fly Cruise and Tour Plan, we will arrange for air transportation from the home cities listed in our brochure to the departure point of your Cruise or Cruisetour and return air transportation from the termination point of your Cruise or Cruisetour to the home city from which you departed. Due to the special fares and capacity controls we have with airlines, we retain the right to select carriers and determine routings. Some routings may involve travel to an airport other than in the city where the Ship embarks or disembarks. In those cases, motorcoach transportation to and/or from the Ship will be provided. Flight schedules and/or availability may require overnight hotel accommodations either to join and/or to return from your Cruise or Cruisetour. Please refer to the applicable Holland America Line brochure regarding our policies on booking hotels and responsibility for the costs of hotels and associated services.
- 2. Schedule Changes/Air Delays:** We reserve the right to change or alter air flights as required by airline schedule changes. If tickets have already been issued, we will adjust your itinerary or air carrier, accordingly. In that event, we may ask you to return your tickets to your travel agent. Should you choose to alter your airline schedule in any way once your tickets have been issued, airline charges which result will be your responsibility. If our assistance is requested in changing airline arrangements within 60 days of departure, an additional administrative charge will be levied in addition to any charges imposed by airlines. If your flights are delayed, refer to our What You Need to Know Before You Go booklet for instructions.
- 3. Refunds/Seat Assignments/Special Services/Fares/Lost Tickets/Baggage Charges:** The maximum refund to you for unused flight coupons will not exceed the air add-on or cruise only credit amount paid to us. We cannot make or confirm seat assignments, special meals or other special services. Your travel agent may assist with these arrangements. Please note that because of changing airline tariffs, your actual air ticket may reflect fares higher or lower than the air add-on or cruise only credit amounts shown in the Holland America Line brochure. If so, the difference is neither chargeable nor refundable to you. If, however, airline fuel or other surcharges or additional governmental taxes or levies are imposed, we reserve the right to pass these through to you. Please keep your airline tickets in a safe place. Should they be lost, you will be responsible for their replacement. Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines.

4. Liability and Relationship With Airlines: We will use our best efforts to arrange for your air transportation. If, however, due to any cause beyond our control, we are unable to arrange for air transportation (including, for example, because of capacity controls placed upon us by airlines due to the types of fares under which we book) or the air transportation we arrange is unavailable or otherwise fails to materialize, our sole liability will be limited to refunding the air add-on paid or cruise only credit. Our relationship with airlines is that of an independent travel agent. We assume no liability for any acts or omissions of any airline including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking or computer errors. Accordingly, you will not have any right to claim or recover against us as a consequence of any act or omission of any airline. The liabilities and obligations of an airline to you, and your rights against an airline, are subject to any and all terms and conditions of the airline's ticket and tariffs and any and all governmental laws and regulations bearing upon or otherwise relating to such rights, liabilities and obligations.

Cancellation Policy and CPP Standard Plan

Holland America's and Windstar Cruises' Cancellation Policy for the cruise or cruisetour you have selected is described in the applicable cruise line brochure. In most cases, this policy permits a full refund of the amounts received by Holland America/Windstar Cruises (except for amounts you paid for the CPP Standard Plan or CPP Platinum Plan) if written cancellation is received by Holland America/Windstar Cruises at least 76 days (121 days for Windstar) prior to the date you are to commence travel by any means of transportation (air, sea or ground) booked through Holland America/Windstar Cruises. Longer notice is required for certain cruises or cruisetours. In most cases, a partial refund will be provided for later cancellations up to a certain number of days prior to commencing travel, after which no refund will be made. The brochure specifies the exact cancellation deadlines and refund amounts.

Cancellation fees apply regardless of the reason for cancellation, including medical and family matters. Given that the resale of cancelled space will likely result in a lost opportunity to sell other space, cancellation fees are due regardless of resale..

To be effective, written cancellation must be actually received by Holland America's/Windstar's Seattle, Washington office prior to the applicable deadline. The address to us is: Reservations Control, Holland America Line-Westours Inc., 300 Elliott Avenue West, Seattle, WA 98119. Cancellations may also be faxed to 1-800-628-4855; please retain your fax confirmation.

Refunds will be processed on the basis of the net payment actually received and retained by Holland America/Windstar Cruises from your travel agent, excluding the amount paid for the CPP Standard Plan or CPP Platinum Plan. This exclusion applies even if cancellation occurs at a time when no cancellation fee would otherwise be payable. The net payment received and retained by Holland America/Windstar Cruises would not include any amounts kept by, or paid to, the travel agent as commission, or amounts otherwise not paid by the travel agent to Holland America/Windstar Cruises. Refunds will normally be made to your travel agent. You are responsible for obtaining from your travel agent monies either retained by your travel agent or received by your travel agent from Holland America/Windstar Cruises.

Airplane tickets issued by Holland America/Windstar Cruises must be returned before the fare will be refunded. Cruise contracts are non-transferable. Name changes (if allowed) and departure date changes are considered cancellations and are subject to cancellation fees.

CPP STANDARD PLAN: Our CPP Standard Plan allows you, for any reason, to provide written cancellation up to 24 hours prior to scheduled cruise or cruisetour departure and receive a cash refund equal to 80% of the applicable cancellation fee (90% if you purchased our CPP Platinum Plan). In addition, Holland America automatically assumes an additional \$500 of liability for lost, damaged or delayed baggage of passengers who purchase the CPP Standard Plan still subject, however to the limitations in our baggage policies. For example, we do not cover losses while baggage is in the custody of airlines. Our baggage policies are explained in detail in our brochure and Cruise Contract.

The CPP Standard Plan is not insurance; it provides no rights other than those explained above. For example, it does not protect double-triple-quad occupancy rates should one or more members of your party cancel nor does it cover expenses or unused services due to trip interruption.

11/1/01





Holland America Line

ATTN: CMNTS\$JOANNE OR ERNE
PRESCRIPTION FOR TRAVEL
16480 HARBOR BLVD
FOUNTAIN VALLEY CA 927083196
USA

MR FELSENFELD, MARTIN
ZUIDERDAM 09OCT04 G0809918-5708923-001
EASTERN CARIBBEAN TO FT LAUDERDALE 09OCT04

